Changes to IFB No. BDT 01-2005 CTHK have been made and are noted within this amended Invitation For Bid. Deleted text is shaded in gray and text that has been added is highlighted in green and underlined. For anyone viewing the document solely in black and white, the added text will appear as highlighted and underlined. Below is a brief list of the changes, which are followed by the amended bid specifications:

Invitation For Bid is substituted for Request for Proposal.

BDT01-2005 CTHK is renamed BDT 01-2005 China

The due date for bids to be submitted is changed from September 27th, 2004 to November 12th, 2004.

1.2 – Addition of text noting that no questions regarding the bid specifications will be taken until November 1, 2004

All references to Taiwan and Hong Kong in 1.4.1, 2.1.1, and all other sections of the bid specifications have been removed.

Additional changes should be noted in Sections 2.1.3, 2.1.5, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.8, 2.2.9, 2.3.2, 3.6.4, Section 4 – Pricing and Exhibits, and Exhibit G

REQ#: 0001

BUYER: Dennis Morrissey

PHONE NO.: (573)751-9061

E-MAIL: dennis.morrissey@ded.mo.gov

IFB NO. BDT 01-2005 CTHK China

TITLE: International Trade Promotion/China

ISSUE DATE: 08/27/04

RETURN PROPOSAL NO LATER THAN: September 27, 2004 AT 5:00 PM Central Daylight Time November 12, 2004 AT 5:00 PM Central Daylight Time

RETURN PROPOSAL TO: Missouri Department of Economic Development

301 WEST HIGH STREET, ROOM 680

PO BOX 1157

JEFFERSON CITY MO 65102-1157

CONTRACT PERIOD: Award of Bid through June 30, 2005

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Economic Development 301 West High Street, Room 680 PO Box 1157 Jefferson City, Missouri 65102-1157

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal. The offeror further agrees that the language of this document shall govern in the event of a conflict with his/her proposal. The offeror further agrees that when this document is countersigned by an authorized official of the Missouri Department of Economic Development, a binding contract shall exist between the offeror and the State of Missouri. The contract shall consist of the IFB and the bidders response to the IFB.

THIS SHEET MUST BE SIGNED TO BE VALID BIDS MUST HAVE THIS PAGE TO BE CONSIDERED

AUTHORIZED SIGNATURE OF BIDDER	DATE
Typed Name	Title
Mailing Address	Phone, Fax and E-mail
Accepted by Department of Economic Development	Date

1 INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

This document constitutes an invitation for competitive, sealed bids for the provision of services to represent Missouri in China. A physical presence is required in Shanghai.

1.2 Questions:

All potential bidders are encouraged to submit questions regarding this document to Dennis Morrissey, **ONLY.** Mr. Morrissey will coordinate responses to all questions. <u>Bidders are warned that contact with other employees of the Missouri Department of Economic Development and the State of Missouri regarding this invitation for bid may disqualify the potential bidder. Mr. Morrissey may be contacted by telephone, (573)751-9061, by writing to the IFB response address, or by e-mail at <u>dennis.morrissey@ded.mo.gov</u>. <u>Questions will only be accepted during normal business hours of 8 AM to 5 PM starting on November 1, 2004.</u> No questions will be accepted prior to this date.</u>

1.3 Organization:

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1. Introduction and General Information
- 2. Contractual Requirements
- 3. Bid Submission Information
- 4. Pricing and Exhibits A G
- 5. DED Terms and Conditions

1.4 Background Information:

- 1.4.1 The State of Missouri, Department of Economic Development, Division of Business Development and Trade, hereinafter referred to as "DED, desires to obtain the services of an independent contractor that is knowledgeable of Missouri and will represent DED in China, Taiwan, and Hong Kong. The contractor shall have a business presence in Missouri, and be authorized to do business in China, Taiwan, and Hong Kong. The DED anticipates the cost of services to be no more than \$165,000 per annum. The contractor shall be required to increase trade in the following manner:
 - a. Sales Promotion: The promotion of Missouri products and services to individuals, businesses, and government entities throughout China.
 - b. Market Entry Strategies: The provision of advice to Missouri business concerns regarding possible market entry strategies for export of their products and services.
 - c. Investment: The provision of investment opportunity information to Missouri companies and introduction of Chinese investment partners to Missouri opportunities.
 - d. Information: The provision of current and timely information about Missouri, in a proactive manner, to individuals, businesses, and government.

1.4.2 Although an attempt has been made to provide accurate and up-to-date information, DED does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid. Priorities may fluctuate according to economic conditions and opportunities.

2 CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide administration and promotion of a comprehensive program designed to increase Missouri exports to China, Taiwan, and Hong Kong and increase foreign investment in Missouri by these countries. The contractor shall provide all services deemed necessary by the DED, to maintain a physical presence and represent the DED in Shanghai. The contractor and employees/subcontractors must represent DED, in accordance with the provisions and requirements stated herein. The services provided by the contractor may, at the option of the DED, include but are not limited to, what is set out in this document and the bid response submitted.
- 2.1.2 The contractor shall have a strong business presence in Missouri and shall provide proof of such business presence. Proof shall include a description of the business operation, location of business and documentation showing authorization to do business in Missouri.
- 2.1.3 The contractor shall be legally authorized to do conduct business in Shanghai, China, Taiwan, and Hong Kong and be or become established as a Registered Agent with the Chinese Government within 180 days of award of bid. Failure to comply will make the contract null and void. Proof of Registered Agent status must be furnished to the DED.
- 2.1.4 The contractor and all contractor representatives shall be required to work in conjunction with and file reports to the DED in the USA unless directed otherwise by the DED.
- 2.1.5 The contractor shall appoint a company representative that is legally authorized to represent the company. This person shall administer the terms of this contract DED Shanghai Office.
- 2.1.6 The contractor shall, with 30 days of award of the bid, provide a turnkey operation where the services to be offered are available. The contractor shall understand and agree that all costs, including but not limited to, personnel costs, operational costs, expenses, leases or purchases of equipment, travel, fund transfer costs, and all other expenditures shall be the responsibility of the contractor. Payment to the contactor shall begin upon provision of the turnkey operation.
- 2.1.7 The contractor shall submit, as part of the bid, information requested in Exhibits A through G.
- 2.1.8 Contractor must develop sales for Missouri companies, manage trade venues, work with investment related activities, and work personally with clients.
- 2.1.9 The contractor must possess strong multi-cultural communication skills and must be able to deal professionally and effectively with business executives, government officials, and media. The contractor shall speak fluent English and all Chinese dialects necessary to conduct business for the DED.

2.2 Specific Requirements

- 2.2.1 **Completion of Bid** The contractor shall submit completed Exhibits A Budget, B Prior Experience, C Personnel Summary, D Method of Performance, E Schedule of Events, F Ownership of Bidder Business, and G Missouri Business.
 - a. The method of performance will be discussed with the contractor and used to develop a specific marketing plan within 30 days of award of the bid. The marketing plan will be developed, in cooperation and conjunction with the DED. The marketing plan shall require DED approval. The marketing plan shall be reviewed each subsequent contract year and may be revised.
 - b. A new marketing plan will be developed for each year the contract is renewed.

 Marketing plans for renewal years shall be prepared in coordination and conjunction with DED and be subject to DED approval. The marketing plans for renewal years shall be submitted by the date determined by the DED.
 - c. Bid amounts shall be stated in U.S. Ddollars.
- 2.2.2 **Budget** A detailed **Bb**udget proposal (Exhibit A) shall detail the proposed salaries, operational costs and expenses, travel costs within China, and all other proposed costs which make up the bid amount. The travel costs detailed in the **Bb**udget must correspond to the travel detailed in the Method of Performance (Exhibit D). Travel costs will include estimated costs for travel between offices, costs for contacting businesses, and attendance at trade shows/missions. The budget proposal will be used for bid evaluation purposes.
 - a. Travel costs shall also include one trips to Missouri, for one individual, in the first year of the contract for training and meetings. Subsequent years shall include one trip per year at the request of the DED.
 - b. The contractor shall, at the request of the DED, attend trade shows/missions designated by the DED. Travel costs for 2 trade shows/missions shall be budgeted. Participation fees for these designated trade shows/missions shall be paid by the DED.
 - The contractor shall prepare and keep on file comprehensive expenditure reports. If requested by the DED, the reports shall be submitted to the DED.
 - **b.** The contractor shall be paid one flat monthly fee, regardless of expenditures.
- 2.2.3 **Office -** The contractor shall establish and/or maintain an office location in Shanghai, China to represent the DED Division of Business Development and Trade. The DED desires that the contractor have a presence in Beijing, China. This presence may be in the form of an employee, contractor, ties to an association, or some form of alliance. Any form of contractor presence in Beijing shall be described in the Method of Performance section of the bid proposal. The contractor shall serve as the DED's
- 2.2.4 The contractor shall serve as the DED's primary representative in China and allow DED representatives to use the office upon request. The office location must be approved by the DED.

 The contractor also shall maintain a Missouri office to coordinate activities with the DED.
 - a. Missouri-Shanghai must use Microsoft Office Suite when communicating with DED, recording and transferring reports, managing projects, or performing other official duties

falling within the scope of this contract. The contractor will maintain consistent and reliable internet-access for effective e-mail communication with DED.

- a. China office(s) must each have an IBM compatible computer that has Microsoft Word software, with Microsoft Office Suite preferred, as well as E-mail capabilities. The computers must be capable of communicating with DED computer systems. Computer systems must have access to the internet.
- b. All locations shall be equipped with fax and telephone service.
- c. The contractor shall be required to pay all transportation costs and have a means of transportation for use in conducting business.
- 2.2.5 **Reporting** The contractor shall prepare and submit a monthly invoice, itinerary, client report and other information as requested or required by the DED. This information shall be submitted to the DED on or before the 10th of the month following the month which is being invoiced.
 - a. The contractor shall be required to maintain accounting records and receipts documenting all expenditures. Travel costs over \$100.00 shall require prior approval of the DED. Accounting records shall be forwarded to the DED only upon request.
 - 1. All expenditures must be reasonable and necessary and be associated with a business purpose that is documented in the marketing plan.
 - b. The contractor shall prepare a daily itinerary detailing work and travel, noting the total daily work hours of service provided to the DED. The daily itinerary for all days in a month shall be sent to the DED with the invoice each month.
 - c. The contractor shall prepare a client contact report. The report shall note the date of each meeting or contact with a client from the start of the contract period and cover the start date of the contract through June of the following year. A copy of an updated client contact report shall be provided to the DED on a monthly basis and be submitted with the invoice.
 - d. The contractor shall prepare a monthly program report. The report shall detail the progress achieved in regard to the requirements set out in this document and the contractor's bid proposal. The program report shall include a projection of future activities, and other information deemed appropriate and/or requested by the DED.
 - e. The contractor shall keep financial and accounting records detailing all expenditures in accordance with generally accepted accounting principles and any other procedures specified by the DED. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period and any renewal period, and for three (3) years from the date of final payment on the contract or contract renewal period.
 - f. The contractor shall prepare a summary report of activities on a quarterly basis and a comprehensive report for the entire year. The report shall be in form and format designated by the DED. The summary report shall include a section labeled contract compliance self assessment. This section of the report shall list each section of the bid and contractor response to the bid and designate how the contractor has achieved

- compliance for the contract year. The summary report shall be due 30 days after the end of each contract period.
- g. All reports shall be in a format approved by the DED.
- 2.2.6 **Banking -** The contractor must establish and maintain two separate bank accounts.
 - a. A U.S. corresponding bank account must be established for the routing of payments to the contractor. Upon approval of monthly reports, funds will be deposited into the established account. The contractor shall be responsible for any cost of establishing and maintaining the account and any cost associated with transfer of funds to the second bank account in China, described below.
 - b. The contractor shall establish a separate bank account in China, at a bank of the contractor's choice, for deposit of all funds received under this contract. All funds received under this contract must be deposited in this account. No other funds may be deposited in this account. All funds expended or disbursed from this account must be documented and records maintained for three (3) years from the date of final payment on the contract or contract renewal.
- 2.2.6 **Banking** A U.S. bank account must be established for the routing of payments to the contractor. Upon approval of monthly reports, funds will be deposited into the established account. The contractor shall be responsible for any cost of establishing and maintaining the account. All funds expended or disbursed from this account to third parties must be documented and records maintained for three (3) years from the date of final payments on the contract or contract renewal.
- 2.2.7 Payment The contractor will be paid a flat fee each month for work performed, including a prorated travel expense. The flat monthly fee shall be one twelfth of the total bid amount. The flat monthly fee shall not be required to correspond to expenditures. The flat monthly fee will be paid to the contractor on a monthly basis upon receipt of invoice and reporting, review, and approval by the DED. The payment shall be forwarded to the contractor's U. S. bank account.
 - a. Upon receipt of the monthly invoice, itinerary, client report, program report, and travel cost documentation, payment shall be deposited in the contractor's US bank account.
 - b. The contractor shall be paid in U.S. Dollars.
 - c Payment will be made approximately 10 days after receipt of the invoice and monthly reports.
- 2.2.8 **Restrictions** The contractor shall comply with the following restrictions unless otherwise granted express written authorization by the DED.
 - a. The contractor shall not use proprietary knowledge provided through the association with the DED for financial gain. The contractor shall disclose any financial dealings with Missouri-based company(s), organization(s) or individual(s) and obtain DED approval for such dealings.
 - b. The contractor shall not represent any other state or city of the United States.
 - b. The contractor will not represent any other state or city of the United States with regard
 to China trade promotion in a manner that is competitive with Missouri. The contractor

shall disclose any and all potential conflicts of interest that may have an adverse impact on DED or the State of Missouri. Conflicts shall be noted in the bid proposal and during the term of the contract. Preference in the subjective evaluation will be given to vendors with no existing conflicts.

- 2.2.9 Work Requirements The contractor shall be required to represent Missouri in China, Taiwan, and Hong Kong. The contractor shall make a concerted and reasonable effort to develop and expand business opportunities for Missouri businesses with businesses from China, Taiwan, and Hong Kong. The efforts of the contractor may include, at the option of the DED, but not be limited to promotion of Missouri by:
- 2.2.9 The contractor shall aggressively promote Missouri products and services in following priority markets: first, Shanghai; second, the Yangtze River Region; third, contracts offered for the 2008 Olympic Games; Shanghai-Beijing Corridor; new markets of opportunity, as identified. Within the scope of the agreed-upon marketing plan, the contractor will perform but not be limited to the following:
 - a. Assisting in the identification and development of Missouri products having the best potential for export and the promotion of such products.
 - b. Identifying qualified potential agents/distributors for Missouri companies and their products.
 - c. Identifying qualified potential strategic alliance partners for Missouri companies.
 - d. Identifying potential feasibility studies for Missouri companies to bid on.
 - e. Identifying potential procurement opportunities by government organizations for Missouri companies to bid on.
 - f. Developing, identifying and disseminating business opportunities and sales leads for Missouri companies.
 - g. Assisting Missouri companies in identifying and participating in major trade events/shows within China.
 - g. Planning and directing three trade missions annually for Missouri companies seeking opportunities in-market.
 - h. Assisting DED in coordinating trade and investment missions to China. Missions would include government officials, local economic developers, and Missouri companies. The contractor must develop high level government meetings in China.
 - h. Educating Missouri companies by keynote four trade forums in Missouri, one each quarter, on China trade. DED will provide administrative and logistical support.
 - i. Assisting DED with identifying and recruiting buying and/or investment missions to Missouri from China.
 - j. Promoting Missouri's business climate and quality of life to interested Chinese businesses and provision of information on Missouri's investment climate as required by the DED.

- k. Providing DED and its staff members reasonable assistance and convenience at the time of their visits and, upon request from DED, provide its representatives and designated citizens dispatched by DED to China with the same services.
- 1. Performing such other services as may be agreed upon in writing by DED and the contractor.
- m. Immediately referring to DED any new trade leads or prospective investors developed and any other inquiry received with respect to the State of Missouri.
- n. Assisting Chinese companies with the location of suitable joint ventures, licensing and/or technology exchange opportunities in Missouri and providing Missouri companies with the same assistance in China.
- o. The contractor shall contact businesses through the use of telephone, correspondence, electronic mail, and personal visits at their place of business. Frequent personal contact at the business location is required.
- p. Traveling to the United States at the direction and approval mutual agreement of the DED and the contractor.
- q. Preparing an annual work plan, complete with the following information:
 - 1. Promotional activities and budget.
 - 2. Investment activities and budget.
 - 3. Proposed outcomes as related to activities.
 - 4. Brief summary of goals and objectives.

2.3 Other Contractual Requirements:

2.3.1 Contract Period and Renewal Options:

The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the DED for any contractual commitment in excess of the original contract period. The DED shall have the right, at its sole option, to renew the contract for four additional one-year periods, or any portion thereof. In the event the DED exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.3.2 Renewal Periods Discussions:

Prior to any option for renewal being exercised, DED will contact the contractor to discuss and establish develop a new marketing plan and cost estimate. The DED and the contractor shall also agree on a written firm fixed price for the renewal contract period. The prices shall not be increased or decreased from the amount bid unless market conditions, funds availability, contractor performance or other factors necessitate adjustments.

a. The DED does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated or increased based on market conditions or other factors.

b. If the option for renewal is exercised by the DED, the contractor and DED shall agree to the renewal price based on adjustments. The amount of the renewal price may be increased or decreased if agreed to by DED and the Contractor.

2.3.3 Contractor Liability:

The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence or intentional conduct involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence or intentional conduct, the contractor assumes the obligation to save the DED, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act or intentional conduct. The contractor also agrees to hold the DED, including its agencies, employees, and assigns, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the DED, including its agencies, employees, and assigns.

2.3.4 Amendment:

The contract may only be amended by following the procedures described in Part 5, DED Terms and Conditions, Section 8 (c).

2.3.5 Cancellation:

The DED reserves the right to cancel the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such cancellation.

The DED reserves the right to cancel the contract at any time for material breach of the contract, malfeasance of misfeasance, or to follow the DED Terms and Conditions, Section 15, Cancellation Of Contract For Cause. Cancellation for breach, misfeasance, or malfeasance shall take effect upon notification by any means and be followed by written documentation.

In the event of cancellation for any reason, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the DED, become the property of the DED. The contractor shall be entitled to receive just and equitable compensation for acceptable services and/or supplies delivered to and accepted by the DED pursuant to the contract prior to the effective date of cancellation.

2.3.6 **Subcontractors:**

If approved by the DED in writing, the contractor may subcontract for those services described herein, provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the DED, and to ensure that the DED is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney's fees) of any kind related to a subcontract in those matters described in the contract between the DED and the contractor. The contractor agrees that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor agrees that utilization of a subcontractor to provide any of the equipment or

services in the contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.

2.3.7 **Insurance:**

The contractor agrees that the DED cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the DED, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract, which forms and amounts shall be subject to prior approval by DED.

2.3.8 Contractor Status:

The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the DED. Therefore, the contractor shall assume all legal and financial responsibility for domestic taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., or the equivalent of these items in China, and agrees to indemnify, save, and hold the DED, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney's fees), and damage of any kind related to such matters.

2.3.9 Coordination:

The contractor shall fully coordinate all contract activities with those activities of the DED and other Missouri governmental entities upon request. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the DED throughout the effective period of the contract. The contractor shall attend meetings as requested by the DED.

2.3.10 **Property of State:**

All reports, files, documentation, and material developed or acquired by the contractor as a direct result of activities specified in the contract shall become the property of the DED. The contractor agrees that all discussions by DED with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the DED.

2.3.11 **Substitution of Personnel:**

The contractor agrees and understands that the DED's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the DED. The contractor also agrees to submit all proposed personnel changes to the DED. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the DED approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The DED agrees that an approval of a substitution will not be unreasonably withheld.

2.3.12 **Audit**

The contractor shall permit governmental auditors and authorized representatives of the DED to have access for the purpose of audit or examination of any of the books, documents, papers, and records at any reasonable time requested by the DED in the USA. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate. The DED will pay the contractor all amounts which the contractor may ultimately be entitled to receive as a result of any such legal action.

3 BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 When submitting a bid, the bidder should include the original and three (3) additional copies of the bid.
- 3.1.2 To facilitate the evaluation process, the bidder is encouraged to organize their bid into distinctive sections that correspond with the individual evaluation categories described herein.
 - a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The bidder must sign page one from the original IFB and all signed amendments should be placed at the beginning of the bid.
- 3.1.3 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

3.2 Evaluation and Award Process:

3.2.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below:

a.	Cost	25 %
b.	Experience and Reliability	
c.	Expertise of Personnel	15%
А	Mathod of Parformance	30%

3.2.2 After an initial screening process, a question and answer conference, conference call, or interview may be conducted with the bidder, if deemed necessary by the DED. In addition, the bidder may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the DED.

3.3 Evaluation of Cost:

- 3.3.1 The objective evaluation of cost shall be based upon the guaranteed, not-to-exceed yearly price stated for the initial years representation plus projected renewal costs.
- 3.3.2 The evaluation will include the original contract.
- 3.3.3 The bidder should provide an itemized breakdown of the quoted price(s). Exhibit A is attached for the purpose of reflecting the bidder's breakdown of the quoted price and can be used as the budget document.
 - a. In the event of a discrepancy between the bidder's price breakdown and the Pricing Page, the Pricing Page shall govern.
 - b. All information contained in the bidder's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.4 Evaluation of Bidder's Experience and Reliability:

- 3.4.1 Experience and reliability of the bidder's organization are considered subjectively in the evaluation process. Therefore, the bidder is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.
- 3.4.2 The bidder should provide the following information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB:
 - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
 - d. The above information may be shown on the form attached as Exhibit B to this IFB or in a similar manner.

3.5 Evaluation of Expertise of Bidder's Personnel:

- 3.5.1 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB, whether from the bidder's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 3.5.2 If personnel are not yet hired, the bidder should provide:
 - a. Detailed descriptions of the required employment qualifications.
 - b. Detailed job descriptions of the position to be filled, including the type of person proposed to be hired, the proposed job title, and the percent of time that will be spent representing or conducting work for the DED

- 3.5.3 If the bidder's personnel have been instrumental in administering similar programs, the bidder should submit copies of publications, reports, etc. detailing the expertise and experience of the bidder's personnel.
- 3.5.4 The bidder may utilize Exhibit C for summarizing the personnel information and should submit detailed resumes for proposed key personnel.

3.6 Evaluation of Method of Performance:

- 3.6.1 Bids will be subjectively evaluated based on the bidder's distinctive plan for performing the requirements of the IFB. Therefore, the bidder should present a written narrative, which demonstrates the method or manner in which the bidder proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.2 The method by which the proposed method of performance is written is left to the discretion of the bidder. However, the following method is recommended:
 - a. On Exhibit D, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contract Requirements by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how the requirements will be satisfied.
- 3.6.3 The bidder should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the IFB.
- 3.6.4 The bidder must provide information to answer the following question and may use Exhibit G or any other appropriate format.
 - a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
 - d. If any products and/or services offered under this RFP IFB are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.
 - e. Provide proof of and a description of a business presence in Missouri.
 - f. Provide a description of the vendor's actual capability to successfully execute the terms of contract and ensure superior performance, representation, and future capacity within costs.

3.7 Schedule of Events

3.7.1 Exhibit E may be helpful in presenting such data and should be used by the bidder to list the schedule of events.

3.8 Ownership of Business and Associations

- 3.8.1 The bidder shall provide an organizational chart showing the current total staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.
- 3.8.2 The bidder shall provide a list of locations in China where current personnel are located.
- 3.8.3 The bidder shall list the major stockholders, partners, or individuals that own the business bidding on the services described herein and their percent of ownership. The bidder shall list other businesses the major stockholders, partners, or individuals own, operate, or are associated with through employment, contract, or other means. This information shall be submitted as Exhibit F Ownership of Bidder Business.

4 PRICING AND EXHIBITS

PRICING PAGE

The bidder shall state a guaranteed, not-to-exceed yearly price for the original contract period for the services provided in accordance with the provisions and requirements stated herein for the China representation bid. In addition, the bidder shall state a guaranteed, not-to-exceed yearly price for each renewal period based on the same representation. The bidder shall understand and agree that the renewal amounts may be adjusted upward or downward based on representation and changing conditions. All costs associated with providing the required services shall be included in the stated guaranteed, not-to-exceed yearly price(s).

00002 Representation of the Missouri I	DED in China		
Original Contract Period 12/1/2004 – 6/30/2005 Award of Bid – 6/30/2005	\$	guaranteed, not-to-exceed yearly price	
First Renewal Period 7/1/2005 – 6/30/2006	\$	guaranteed, not-to-exceed yearly price	
Second Renewal Period 7/1/2006 – 6/30/2007	\$	guaranteed, not-to-exceed yearly price	
Third Renewal Period 7/1/2007 – 6/30/2008	\$	guaranteed, not to exceed yearly price	
Fourth Renewal Period 7/1/2008–6/30/2010 7/1/2008 – 6/30/2009	\$	guaranteed, not to exceed yearly price	
Subcontracting:			
Indicate below if subcontractors will provide all services and/or equipment of		ne requirements of the contract, or if the bidder wasis.	/ i l]
If subcontractors are not proposed, to necessary after contract award, the use		advised that if subcontracting is determined to ust be approved by the DED.	be
Subcontractors will be u	(Provide nam reliability, exp	ACTORS ne, address, cost of subcontracting, experience a pertise and method of performance of subcontracts of the contract shall apply to the subcontractor.)	
Subcontractors will not	be used		

EXHIBIT A

BUDGET PROPOSAL

Proposed Budget by Category – Include Names, Titles, and Salaries. List quantities where applicable.
1.
2.
3.
4.
5.
TOTAL MUST AGREE WITH ORIGINAL CONTRACT PERIOD ON PRICING PAGE)
\$

EXHIBIT B

PRIOR EXPERIENCE

1.

Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

	Description of Prior Services (include dates):
2.	Prior Services Performed for:
	Company Name: Address:
	Contact Name: Telephone Number:
	Description of Prior Services (include dates):
3.	Prior Services Performed for:
	Company Name: Address:
	Contact Name: Telephone Number:
	Description of Prior Services (include dates):

EXHIBIT C

PERSONNEL SUMMARY

	PERSONNEL	BACKGROUND AND EXPERTISE OF PERSONNEL
1.	(NAME)	
	(TITLE)	
2.	(NAME)	
	(TITLE)	
3.	(NAME)	
	(TITLE)	
4.	(NAME)	
	(TITLE)	
5.	(NAME)	
	(TITLE)	
6.	(NAME)	
	(TITLE)	
7.	(NAME)	
	(TITLE)	

EXHIBIT D

METHOD OF PERFORMANCE

The bidder may use this form, or any format desired, to present a written plan for performing the requirements specified in this Invitation for Bid.

EXHIBIT E

SCHEDULE OF EVENTS

J 1 J	e the tasks or events that are proposed to accomplish the
requirements. Graphs or charts may be used to illu	istrate.
Task or Event	Description

EXHIBIT F

OWNERSHIP OF BIDDER BUSINESS

The bidder shall provide list the type of company providing services and the owner(s) of the company including percent of ownership, if applicable. The bidder shall also designate which entity has authority to sign for the company. A list of other businesses owned, operated, or associated with shall be provided for each entity listed.

EXHIBIT G

MISSOURI BUSINESS

Describe the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
If any products and/or services offered under this RFP IFB are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.
Provide proof of and a description of a business presence in Missouri.

5. DED TERMS AND CONDITIONS

INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. <u>**DED** and/or State Agency</u> means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The agency is also responsible for payment.
- b. Amendment means a written, official modification to an IFB or to a contract.
- c. <u>Attachment</u> applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. <u>Bid Opening Date and Time</u> and similar expressions mean the exact deadline required by the IFB for the physical receipt of sealed bids by the DED in its office.
- e. <u>Bidder</u> means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. <u>Buyer</u> means the procurement staff member of the DED. The <u>Contact Person</u> as referenced herein is usually the Buyer.
- g. <u>Contract</u> means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. <u>Contractor</u> means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. <u>Exhibit</u> applies to forms which are included with an IFB for the bidder to complete and return with the sealed bid prior to the specified opening date and time.
- j. <u>Invitation for Bid (IFB)</u> means the solicitation document issued by the DED to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. May means that a certain feature, component, or action is permissible, but not required.
- 1. <u>Must</u> means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. <u>Pricing Page(s)</u> applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and returned by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. <u>RSMo (Revised Statutes of Missouri)</u> refers to the body of laws enacted by the Legislature which that govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing bidding.
- o. Shall has the same meaning as the word must.

p. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DED if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DED, as indicated on the first page of the IFB. Such communication should be received at least ten calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received by the DED less than ten calendar days prior to the IFB opening date may not be answered.

- b. Bidders are cautioned that the only official position of the DED is that position which is stated in writing and issued by the DED in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. Any suspected deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws shall be referred to the Missouri Attorney General's Office for appropriate action.
- d. The IFB is mailed to potential bidders at the current address provided from response to the advertisement or the address maintained on the states vendor registration file. If any portion of the address is incorrect, the bidder must notify the buyer in writing upon receipt of the document. Any subsequent amendment to an IFB shall be mailed to the same address as the original IFB unless otherwise notified.
- e. The DED reserves the right to officially modify or cancel an IFB after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

4. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the office of the DED and officially clocked in no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid may only be modified or withdrawn by signed, written notice which that has been received by the DED prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.
- d. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so shall result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

5. FACSIMILE DOCUMENTS

All responses to IFB's and amendments to IFB's, including "no bid" responses and requests to modify a bid, must be delivered to the office of the DED in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable unless authorized by DED. However, sealed bids containing faxed pages are acceptable. In addition, requests to withdraw bids may be submitted by facsimile but must be received by DED prior to the official opening date and time specified.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be read or made available at the bid opening, however, the DED shall not repeat prices or other bid information via the telephone.
- b. It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to the office of the DED.
- c. Bids that which are not received by the DED prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be opened.

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request written clarification of the intended bid. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the DED to be in its best interests.
- c. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DED reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DED reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DED reserves the right to reject any and all bids. When all bids are unacceptable and circumstances do not permit a rebid, DED may negotiate for the required supplies or services.
- g. When evaluating a bid, the DED reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any award of a contract shall be made by written notification from the DED to the successful bidder. The DED reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more suppliers..
- i. All bids and associated documentation that which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- j. The DED reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, and (3) DED's acceptance of the response (bid) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the DED or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

9. INVOICING AND PAYMENT

- a. The DED does not pay state or federal taxes unless otherwise required under law or regulation. DED is exempt from foreign taxes in many instances.
- b. Each invoice submitted must reference the contract by name and or number and must be itemized in accordance with items listed on the contract. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DED.

- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The DED shall not make any advance deposits or payments to the contractor.
- e. All invoices for equipment, supplies, and/or services purchased by the DED shall be subject to late payment charges as provided in Section 34.055 RSMo.

10. INSPECTION AND ACCEPTANCE

- a. Services received by DED pursuant to a contract shall not be deemed accepted until the agency has had reasonable opportunity to inspect said services.
- b. All services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The DED's right to reject any unacceptable services shall not exclude any other legal, equitable or contractual remedies the State may have.

11. WARRANTY

- a. The contractor expressly warrants that all services provided shall: (1) conform to each and every specification or description which was furnished to or adopted by the DED, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the DED's acceptance of or payment for said services.

12. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. The contractor shall also be bound by the contract to abide by all applicable laws in **China** The contractor agrees that settlement of all conflicts or disputes shall be conducted in Missouri according to the laws of the state and the United States of America.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DED.
- c. The contractor must be registered and maintain good standing all regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

13. CONFLICT OF INTEREST

a. Officials and employees of the DED, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships that which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships that which create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

15. CANCELLATION OF CONTRACT FOR CAUSE

- a. In the event of material breach of the contractual obligations, misfeasance or malfeasance by the contractor, the DED may cancel the contract immediately. At its sole discretion, the DED may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the DED within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DED will issue a notice of cancellation terminating the contract immediately.
- c. If the DED cancels the contract for breach, the DED reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DED deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the DED for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with cancellation caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DED immediately.
- b. Upon learning of any such actions, the DED reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or, veteran status.

If discrimination by a contractor is found to exist, the DED shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidder's lists issued by the division until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.